



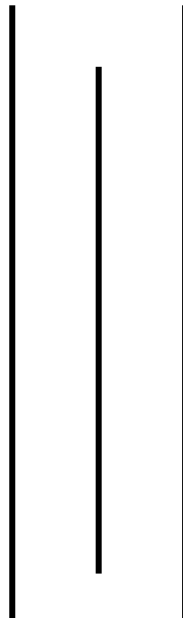
**NEPAL ELECTRICITY AUTHORITY**  
(GOVERNMENT OF NEPAL UNDERTAKING)  
**MARSYANGDI HYDRO POWER STATION**  
ABOOKHAIRENI, TANAHUN

**TENDER NO. 2069/70-MHPS-ES-T01**

**TENDER DOCUMENT**

**FOR**

**Supply, Delivery, Installation, Testing and Commissioning of  
Elevator Control System Modification at Marsyangdi Hydro  
Power Station**



**FY 2069/70**

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## **Introduction and Instruction**

### **1. Introduction**

- 1.1 These Standard Bidding Documents (SBDs) has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the public procurement of goods through National Competitive Bidding (NCB) procedures. This Standard Bidding Document has been developed based on the Public Works Directives (PWD) of GON, the provisions of Public Procurement Act and Regulations 2007, different SBDs of Donor Agencies and relevant experience in this field. This SBD for Procurement of Goods has been prepared for use by Government of Nepal (GON) and its procuring entities for procurement of goods of value more than NRs 1.00 million. The procedures and practices presented in this document are mandatory for use in projects that are financed in whole or in part by the Government of Nepal.
- 1.2 This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
- 1.3 If any provision of this document is inconsistent with Public Procurement Act (PPA). 2063 the provision of this document shall be void to the extent of such inconsistency and the provision of PPA shall prevail.
- 1.4 NEA Procurement Regulations 2062 shall be applied for this tender but if any inconsistent with Public Procurement Act (PPA). 2063 the latter shall prevail to the extent of such inconsistency as aforesaid.

### **2. Instruction to use**

In order to simplify the preparation of bidding documents, this document groups the provisions that are intended to be used unchanged in Section II Instruction to Bidders (ITBs), Section IV General Condition of Contract (GCC) and in Section VIII Sample Forms. Data and provisions specific to each procurement and contract should be included in Section I Invitation for Bid (IFB), in Section III Bidding Data Sheet (BDS), Section V Special Condition of Contract (SCC), Section VI Schedule of Requirements (SOR); Section VII Technical Specifications and in Section IX Eligibility for the provision for Goods.

Care should be taken to check the relevance of the provisions of the document against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents:

- Specific details, such as the “name of the Purchaser” and “address for bid submission,” should be furnished in the Invitation for bid and in the Conditions of Contract and elsewhere as appropriate. The final and "ready-for-use bidding documents" should be prepared by Public Entities and should neither contain blank spaces nor provide options.
- All bidding documents described elsewhere in this document are normally required for the procurement of Goods through NCB. However, they should be adopted as necessary to the specific requirements of the particular project or specific goods.
- This bidding document is intended to serve on a repetitive basis in Nepal as a standard document for procurement of goods until another SBD or modifications to this SBD is issued by PPMO.

The ***Bold italicized*** Notes in boxes, ***Bold italicized*** remarks in parenthesis [.....], this introduction and instruction chapter and ***Bold italicized*** footnotes in this SBD are not part of the text. They contain guidance and instructions for the Procuring Entities for preparing and issuing the bidding document, and should not be incorporated in the final customized version. The cover page of the document can be modified as required to identify the bidding documents as to the names of the Project, Contract detail, the Purchaser and the date of issue of the document.



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## Section – I Invitation for Bids

(First Date of Publication: 1<sup>st</sup> Falgun, 2069)

**Nepal Electricity Authority (NEA),**  
Marsyangdi HydroPower Station,  
Anboo Khaireni Tanahu

First Date of Notice Publication : 1<sup>st</sup> Falgun, 2069  
Notice Amendment date :  
Name of Contract : Supply, Delivery, Installation, Testing and Commissioning of Elevator Control System modification at Marsyangdi Hydro Power Station Anboo Khaireni, Tanhu

Contract Identification No : 2069/70-MHPS-ES-T01

1. Nepal Electricity Authority, Marsyangdi Hydro Power Station invites sealed bids from registered eligible and experienced firms for Supply, Delivery, Installation, Testing and Commissioning of Elevator Control System modification at Marsyangdi Hydro Power Station Anbook Khaireni, Tanhu
2. Eligible Bidders may obtain further information and inspect the bidding documents at the office of:

**Chief,  
Marsyangdi Hydro Power Station,  
Aboon Khaireni ,Tanahun.  
Phone No. : 065-540077  
Fax No. 065-540088**

**Office of the General Manager,  
Generation, Nepal Electricity Authority,  
Ratna Park, Kathmandu, Nepal.  
Phone No. : 01-4153172**

3. Local bidders must produce a notarized copy of the certificates of VAT registration and PAN registration at the time of purchase of the bid documents. Local agents/bidders intending to purchase the bid documents on behalf of their principals must produce the authorization from their principals.
4. A complete set of bid documents may be purchased during office hours on all working days by any interested eligible bidder from the first date of publication onwards up to **30<sup>th</sup> days i.e. 30<sup>th</sup> Falgun, 2069** upon submission of a written application and upon payment of a non-refundable fee of **NRs. 3,000.00 (NRs. Three thousand only)** by a bank voucher to the Depository Account No: 319-0000-219-01 of Rastrya Baniya Bank ,Aboon Khaireni Branch Tanahun or NEA, Generation Current A/C No. 610162 at Nepal Rastra Bank, Thapathali, Kathmandu along with valid firm registration, VAT & PAN registration and Income Tax clearance certificate.
5. The bids must be submitted at office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal on or before 12:00 hrs. on **1<sup>st</sup> Chaitra, 2069**. Documents received after this deadline shall not be accepted.
6. The bids shall be opened at office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal on **13:00 hours** (local time) on the last date of the bid submission in presence (or without presence) of the authorized representatives of the bidders who choose to attend.
7. Bids must be valid for a period of 90 days after bid opening and must be accompanied by a bid bond of **NRs.76,000.00 (Rupees Seventy six thousands only)**, which shall be valid for 30 days beyond the bid validity period. The bid bond must be addressed to the name of Marsyangdi Hydro Power Station.



*Signature*

8. If the last date of purchasing, submission or opening falls on a government holiday then the next working day shall be considered as the last day.
9. The NEA will not be responsible for any cost or expenses incurred by the bidders in connection with the preparation or submission of bids.
10. The NEA reserves the right to accept or reject any bids, partly or wholly, without assigning any reason whatsoever.
11. Bidders are advised to visit the site and study the sample and their function before submitting their bid.
12. In the comparison of the bids, domestic preference scheme will be applied in accordance with the provisions stipulated in the Instruction to Bidders.



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## **Section - II**

### **Instructions to Bidders (ITB)**

#### **A. Introduction**

- |                                       |     |   |
|---------------------------------------|-----|---|
| <b>1. Scope of Bid</b>                | 1.1 | The Purchaser as defined in the Bidding Data invites Bids for supply, manufacture, delivery of the goods, materials and equipment (such goods, materials and equipment and related services hereinafter referred to as “Goods”).  |
|                                       | 1.2 | All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.  |
| <b>2. Source of Funds</b>             | 2.1 | NEA has made budgetary allocation as defined in the Bidding Data towards the cost of the GOODS, as defined in the Bidding Data, to cover eligible payments under the Contract for which these bidding documents are issued.   |
| <b>3. Eligible Bidders</b>            | 3.1 | This Invitation for Bids is open to all eligible suppliers/bidders indicated in the Bidding Data.   |
|                                       | 3.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of design, specifications, and other documents to be used for the procurement of goods under this Invitation for Bid.   |
|                                       | 3.3 | Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.  |
|                                       | 3.4 | Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GON and or the donor agency in accordance with Sub- Clause 41.1 and Sub Clause 43.2   |
| <b>4. Eligible Goods and Services</b> | 4.1 | All Goods and related services to be supplied under the Contract shall have their origin in eligible source countries as specified in Sub- Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.  |
|                                       | 4.2 | For purposes of this Clause, “origin” shall be considered to be the place where the Goods are mined, grown, produced or from which the Services are provided. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. |
|                                       | 4.3 | The origin of goods and services is distinct from the nationality of the Bidder.  |
| <b>5. Cost of Bidding</b>             | 5.1 | The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>6. One Bid per Bidder</b>          | 6.1 | Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder’s participation to be disqualified.  |
| <b>7. Bids submitted by a Joint</b>   | 7.1 | Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated  |



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**Venture**

in the Bidding Data:

- a. the bid shall be signed so as to be legally binding on all partners;
- b. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- c. one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
- d. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

8. **Assurance** 8.1 The successful Bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods pursuant to the Contract, within the time set forth therein.

**B. The Bidding Documents**

9. **Content of Bidding Documents** 9.1 The Goods/Services required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the invitation of bids, the Bidding Documents include:
- a. Instructions to Bidders (ITB)
  - b. Bidding Data (BD)
  - c. General Conditions of Contract (GCC)
  - d. Special Conditions of Contract (SCC)
  - e. Schedule of Requirements (SOR)
  - f. Technical Specifications (T Spec)
  - g. Bid Form and Price Schedules
  - h. Bid Security Form
  - i. Contract Form
  - j. Performance Security Form
  - k. Manufacturer's Authorization Form.
  - l. Addendum issued in accordance with Sub - Clause 11, if any.
- 9.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and drawings. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in the rejection of its Bid.
10. **Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any further information or clarification of the Bidding Documents may request the Purchaser in writing or by fax at the purchaser's address indicated in the Bidding Data.
- The Purchaser will respond in writing or by fax to any request for information or clarification of the Bidding Documents which it receives no later than fifteen (15) days prior to the deadline for the submission of Bids prescribed in Sub-Clause 24.1. The Purchaser's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have purchased the Bidding Documents.
11. **Amendment of Bidding Documents** 11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, shall amend or modify the Bidding



*Signature*



Documents by issuing the addenda.

- 11.2 The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 9.1, will be notified in writing or by fax to all prospective Bidders who have purchased the Bidding Documents.
- 11.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub - Clause 24.2.

## C. Preparation of Bids

12. **Language of Bid** 12.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the language specified in Bidding Data.
13. **Documents Comprising the Bid** 13.1 The Bid prepared by the Bidder shall comprise the following components:
- Bid Form and a Price Schedule completed in accordance with Clauses 14, 15, and 16;
  - documentary evidence established in accordance with Clause 3, 4 and 17 that the Bidder is eligible to Bid and that the Goods and Services to be supplied by the Bidder are eligible under the contract;
  - documentary evidence established in accordance with Clause 18, that the Bidder is qualified to perform the contract if its Bid is accepted;
  - documentary evidence established, in accordance with Clause 19, that the Goods and services to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Bidding Documents;
  - Bid security furnished in accordance to Clause 20;
14. **Bid Form** 14.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding documents, indicating the goods/Services to be supplied, a brief description of the goods, their country of origin, quantity and prices.
15. **Bid Prices.** 15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.
- 15.2 Prices quoted in the Price Schedules should be entered separately in the following manner:
- the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
  - the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bidding Data .
  - the price of other (incidental) services, if any, listed in the Bidding Data



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- 15.3 Price quoted by the Bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.
- 15.4 The terms EXW, FOB, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 15.5 The Bidder's separation of price components in accordance with Clause 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 15.6 If the Bidder intends to offer any discount, it should always be expressed in fixed percentage and that will not vary as the quantities varies and be applicable to each unit rate.
- 15.7 A foreign Bidder wishing to have or already having a local agent should state the following:
- Name and address of the Agent/Representative,
  - The Agent/Representative providing type of services,
  - Amount of commission if the Agent/ Representative is entitled to get such payment and if he/she participate in the procedure of Payment,
  - Other agreement with Agent/Representative, if any,
  - Bidder should certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief"

If the agent has not been appointed:

- Source of information about tender invitation,
  - The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
  - Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
  - If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self, then the certificate of currency exchange.
- 15.8 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 15.7 or has submitted his bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to black list such bidder.
- 15.9 A bid submitted with an adjustable price quotation shall be treated as non-responsive bid and rejected.
16. **Currency of Bid** 16.1 Prices shall be quoted in Nepalese Rupees or as specified in Bidding Data.
17. **Documents Establishing Eligibility of** 17.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and that the country of origin of the Goods/Services is from eligible source country.



*Signature*

	<b>the Bidders and the Goods and Services</b>	17.2	Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility to the Bidding Documents of all Goods and Services which the bidder proposes to supply under the contract.
<b>18.</b>	<b>Documents Establishing the Bidder's Qualifications to Perform the Contract</b>	18.1	<p>The documentary evidence of the Bidder's qualifications to perform the contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:</p> <ol style="list-style-type: none"> <li>that, in the case of a Bidder offering to supply Goods/Service under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized solely by the Goods' Manufacturer or Producer to supply and install the Goods in Nepal;</li> <li>that the Bidder has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services; and</li> <li>that, in the case of a Bidder not doing business within Nepal, the Bidder is, or will be (if the contract is awarded to it), represented by an agent in Nepal, who shall be capable to fulfill the contractual obligations regarding : <ul style="list-style-type: none"> <li>• maintenance and repair of the supplied goods,</li> <li>• after sales service,</li> <li>• maintaining stock for supply of spare parts</li> </ul> </li> <li>that, the Bidder in the last three years (3) has supplied Goods of nature, quantity and of contract amount to government enterprises or private institutions as specified in the Bidding Data</li> <li>that the Bidder meets the qualification criteria listed in Bidding Data.</li> </ol>
<b>19.</b>	<b>Documents Establishing the Good's Conformity to the Bidding Documents</b>	19.1	Pursuant to Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and services which the Bidder proposes to supply under the contract.
		19.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		19.3	<p>The documentary evidence of the conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consist of:</p> <ol style="list-style-type: none"> <li>a detailed description of the essential technical and performance characteristics of the goods;</li> <li>a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period to be specified in the Bidding Data, following commencement of the use of the goods by the Purchaser; and</li> </ol>



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- c. an item by item commentary and the Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- d. a detailed schedule of execution of works under the contract (work schedule), outlining key activities and the critical items on the schedule which could influence the contract completion date.

19.4 For the purposes of the commentary to be furnished pursuant to Sub- Clause 19.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standard, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to that designated in the Technical Specifications, except if the Technical Specifications specifically provide otherwise.

## 20. Bid Security

20.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, a Bid security in Nepali Rupees in the amount of two point five (2.5) percent of the total Bid price or the amount specified in the Bidding Data.

20.2 The Bid security shall be denominated in the currency of the Bid and shall be valid for thirty (30) days beyond the validity of the Bid. The Bid Security shall, at the Bidder's option, be in the form of earnest money, bank draft, or a bank guarantee from a reputable bank in Nepal acceptable to the Employer or from a reputable foreign bank which is endorsed by the local bank in Nepal acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of bid security included in Section VIII; other formats may be permitted, subject to the prior approval of the Employer.

20.3 Any Bid not secured in accordance with Sub - Clauses 20.1 and 20.2 above will be rejected by the Purchaser as non-responsive, pursuant to Clause 29.

20.4 Unsuccessful bidders' bid securities will be discharged or returned within three (3) days after signing the contract with the successful bidder.

20.5 The successful Bidder's bid security will be discharged or returned, or both, upon the Bidder signing the contract, pursuant to Clause 39, and furnishing the performance security pursuant to Clause 40.

20.6 The Bid security shall be forfeited:

- (a) if a Bidder:
  - (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form, or
  - (ii) does not accept the correction of errors pursuant to Sub - Clause 29.2; or
- (b) in case of a successful Bidder, if the Bidder fails within the time limit to :
  - (i) sign the contract in accordance with Sub - Clause 39; or
  - (ii) furnish the performance security in accordance with Sub- Clause 40.



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|---------------------------------------|------|--|
| 21. <b>Period of Validity of Bids</b> | 21.1 | Bids shall remain valid for the period specified in the Bidding Data after the date of Bid submission prescribed by the Purchaser, pursuant to Sub - Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive,   |
|                                       | 21.2 | In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Bid security provided under Clause 20 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid. |
| 22. <b>Format and Signing of Bid</b>  | 22.1 | The bidder shall prepare one original of the documents comprising the Bid as described in Clause 13, bound with the volume containing the Form of Bid and Price Schedule, and clearly marked "Original", in addition, the Bidder shall submit one copy of the Bid clearly marked "Copy". In the event of any discrepancy between the original and the copy, the original shall govern.   |
|                                       | 22.2 | The original and copy of Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such Authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of Bid shall be initialed by the person or persons signing the Bid.   |
|                                       | 22.3 | The bid shall contain no inter lineation, erasures or overwriting, alterations or additions except as necessary to correct errors made by the Bidder or those to comply instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the bid.   |

#### **D. Submission of Bids**

- |  |      |   |
|--|------|---|
| 23. <b>Sealing and Marking of Bids</b>     | 23.1 | The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.  |
|  | 23.2 | <p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a. be addressed to the Purchaser at the address given in the <b>Bidding Data</b> ; and</li> <li>b. bear the Project name indicated in the <b>Bidding Data</b> the Invitation for Bids title and number indicated in the <b>Bidding Data</b> , and a statement: "DO NOT OPEN BEFORE....." to be completed with the time and the date specified in the <b>Bidding Data</b> pursuant to Clause 27.</li> </ul> |
|  | 23.3 | The outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."   |
|  | 23.4 | If the outer envelope is not sealed and marked as required by Clauses 23.1 and 23.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.   |
| 24. <b>Deadline for Submission of Bids</b> | 24.1 | The Bid must be received by the Purchaser at the address specified under ITB Clause 23.2 no later than the time and date specified in the Bidding Data.   |
|  | 24.2 | The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 11, in  |



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which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- |     |  |      |  |
|-----|--|------|--|
| 25. | <b>Late Bids</b>                           | 25.1 | Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 24, will be declared "Late bid" and rejected and returned unopened to the Bidder.  |
| 26. | <b>Modification and Withdrawal of Bids</b> | 26.1 | The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 24.  |
|     |  | 26.2 | The Bidder's modification or withdrawal notice shall be prepared, sealed, and marked and dispatched in accordance with the provisions of Clause 23 and 26.1. with the outer and inner envelopes duly marked as "WITHDRAWAL" or "MODIFICATION." as appropriate.   |
|     |  | 26.3 | No Bid may be withdrawn, modified after the deadline for submission of Bids.   |
|     |  | 26.4 | No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the Sub - Clause 20.6a(i). |
|     |  | 26.5 | Bidder's may only offer discounts .or otherwise modify the prices of their bids by submitting Bid Modifications in accordance with Clause 26, or included in the original bid submission.  |

## **E. Bid Opening and Evaluation**

- |     |                    |      |  |
|-----|--------------------|------|--|
| 27. | <b>Bid Opening</b> | 27.1 | The Purchaser will open all Bids in the presence or absence of Bidder's representatives who choose to attend, at the time, date, and place as specified in the Bidding Data. The Bidder's representatives who are present shall sign a register evidencing their attendance.   |
|     |                    | 27.2 | First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded and the envelope containing the corresponding bid shall not be opened, but return to the bidder. No bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.  |
|     |                    | 27.3 | Next, envelopes marked "MODIFICATION" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out and recorded at bid opening shall be considered further.   |
|     |                    | 27.4 | The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and alternative offers, and the presence or absence of requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced and recorded at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to clause 25 and 27.2. |
|     |                    | 27.5 | The Purchaser will prepare minutes of the Bid opening indicating all remarks   |



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- containing the name of the bidder, description of bid like modification or substitution or withdrawal, bid prices indicating the alternative bid prices if requested and discount offered if any, presence and absence of bid security, about late bids and other details as the Purchaser may consider appropriate. This minute of bid opening shall duly signed by the Bidder and/or its representatives.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response to it shall be in writing, and no change in the prices and substance of the Bid shall be sought, offered, or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bid.
- 29. Examination of Bids and Determination of Responsiveness** 29.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid (a) meets the eligibility criteria defined in Clause 3 ; (b) has been properly signed; (c) is accompanied by required securities; (d)The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding documents.
- 29.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.
- 29.3 Prior to the detailed evaluation, pursuant to Clause 31, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:
- a. which effects in any substantial way the scope, quality, or performance of the Contract;
  - b. which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
  - c. whose rectification would effect unfairly the competitive position of the other Bidders presenting substantially responsive bids.
- 29.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming deviation or reservations.
- 30. Process to be Confidential** 30.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the Award of Contract shall not



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be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.

**31. Evaluation and Comparison of Bids**

- 31.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to Clause 29.
- 31.2 The Purchaser's evaluation of a Bid will be in the base of Bid Price as specified in the Price Schedule.
- 31.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the purchaser will not be taken into account in Bid evaluation.
- 31.4 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price quoted in accordance with Clause 15, one or more of the following factors in the manner and to the extent as specified in the Bidding Data and if quantified in Clause 31.6:
- a. cost of inland transportation, insurance, and other costs within Nepal incidental to delivery of the goods to their final destination
  - b. delivery schedule offered in the Bid;
  - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
  - d. the cost of components, special tools, spare parts, and service;
  - e. the availability of spare parts in Nepal and after-sales services for the equipment offered in the Bid;
  - f. the projected operating and maintenance costs during the life of the equipment and/ or ;
  - g. other specific criteria indicated in the Bidding Data and/or in the Technical Specifications.
- 31.5 Comparison of Bids will be between the main Bids only unless otherwise specified in the Bidding Data.
- 31.6 For factors retained in the Bidding Data pursuant to Sub - Clause 31.4, one or more of the following quantification methods will be applied, as detailed in the Bidding Data:
- a. Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bidding Data will be computed for each Bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and



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shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

b. Delivery schedule:

The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bidding Data will be added for evaluation to the Bid Price of bids offering delivery later than the Earliest Delivery Period specified in the *Schedule of Requirements*.

c. Deviation in payment schedule:

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider in evaluation the alternative payment schedule offered by the selected Bidder and evaluate by adjusting the bid price accordingly if specified in the Bidding Data

d. Cost of spare parts:

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bidding Data is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the Bid Price.

e. Spare parts and after sales service facilities in Nepal.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bidding Data or elsewhere in the Bidding documents, if quoted separately, shall be added to the Bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bidding Data or in the Technical Specifications.

g. Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the relevant evaluation method shall be as detailed in the Bidding Data and/or in the Technical Specification.

**32. Domestic Preference**

In the comparison of the bids, domestic preference scheme will be applied in accordance with the provisions stipulated in the Instruction to Bidders.

**33. Contacting the** 33.1

Subject to Clause 28, no Bidder shall contact the Purchaser on any matter



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**Purchaser**

relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

- 33.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

**F. Award of Contract**

34. **Post-qualification**
- 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Sub - Clause 18.1.
- 34.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 18.1, as well as such other information as the Purchaser deems necessary and appropriate.
- 34.3 To verify its technical and production capability, the Bidder shall provide with its Bid documentary evidence that the items offered have been in production and have been in satisfactory operation as specified in Bidding Data.
- 34.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
35. **Award Criteria**
- 35.1 Subject to Clause 37, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
36. **Purchaser's Right to Vary Quantities at Time of Award**
- 36.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bidding Data the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
37. **Purchaser's Right to Accept Any Bid and to Reject any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
38. **Notification of Award**
- 38.1 Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter or by cable, that its Bid has been accepted and on which basis the Bid has been accepted.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 40, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its Bid security,



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pursuant to Clause 20.

- |            |  |       |   |
|------------|--|-------|---|
|            |  | 38.4  | The Contract will incorporate all Agreements between the Purchaser and successful Bidder.   |
|            |  | 38.5  | If, after notification of award to the successful Bidder, an unsuccessful Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser within thirty (30) days of issue of the award notice. The Purchaser will promptly respond in writing to the unsuccessful Bidder.   |
| <b>39.</b> | <b>Signing of Contract</b>             | 39.1  | At the time of notification of award, the Purchaser will send the successful Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.  |
|            |  | 39.2  | Within fifteen (15) days of receipt of the letter informing the submission of performance guarantee and sign the contract, the successful Bidder shall sign and date the contract and return it to the Purchaser  |
| <b>40.</b> | <b>Performance Security</b>            | 40.1  | Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding documents, or in another form acceptable to the Purchaser.  |
|            |  | 40.2  | Failure of the successful Bidder to comply with the requirement of Sub - Clause 39.2 or Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.  |
| <b>41.</b> | <b>Corrupt or Fraudulent Practices</b> | 41 .1 | Government of Nepal requires that Purchaser, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Nepal: <ul style="list-style-type: none"> <li>a. defines, for the purposes of this provision, the terms set forth below as follows:             <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Nepal , and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;</li> </ul> </li> <li>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</li> <li>c. will declare a firm ineligible for a stated period of time, to be awarded a GON/Donor funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoN/Donor funded contract.</li> </ul> |



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- 41.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.1 and 24.1 of the General Conditions of Contract.
- 42. Conduct of Bidders**
- 42.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and GoN's Procurement Act and Regulations.
- 42.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
- give or propose improper inducement directly or indirectly,
  - distortion or misrepresentation of facts,
  - engaging in corrupt or fraudulent practice or involving in such act,
  - interference in participation of other competing bidders,
  - coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
  - collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.
  - contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
- 43. Blacklisting Bidders**
- 43.1 Without prejudice to any other rights of the Purchaser under this Contract, the Nepal Electricity Authority (NEA) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
- if it is proved that the bidder committed acts contrary to the Sub - clause 42.2,
  - if the bidder fails to sign an agreement pursuant to clause 39,
  - if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
  - if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
  - if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
  - other acts mentioned in the Bidding Data or SCC
- 43.2 A Bidder declared blacklisted and ineligible by the GON, Public procurement Office, NEA and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO/NEA and or the concerned donor agency.



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## **Special Instruction to Bidders for E-Bidding**

### **A) Bid submission procedure through electronically (e-submission):**

- Interested bidders may either purchase the Bidding documents from the Employer's office as specified in the Bid Notice or choose to download the necessary part of bidding documents from e-procurement section of NEA's web site <http://www.e-nea.org.np>. In case, the Bidder choose to download the bidding documents, prepare his bids on downloaded documents, and submit his bid electronically, the Bidder is required to deposit the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (pdf format) of the Bank deposit voucher shall be also required to be submitted along with the electronic bid files.
- The Bidder shall fill the following documents and forms (in hard copy), signed by the authorized representative and with seal of the company.

S.No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration	Company reg-3	Mandatory	All firms in case of JV
4	VAT registration	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	In case of JV
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization -10	Not Mandatory	Mandatory for Goods
11	Technical Data Sheet	TDS-11	Not Mandatory	Mandatory for Goods
12	Certification Documents	Certifications-12	Not Mandatory	Like ISO Certification Doc
13	Declaration Form	Declaration-13	Mandatory	

The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename as shown in the table above. PDF (Adobe acrobat) version must be 4.0 or above.

Declaration Letter for Eligibility of Bidder (as mentioned) shall be prepared and scanned and uploaded.

*Note: **Mandatory** means the mentioned files must be included in e-submission and non-submission of such file shall be considered as non-responsive bid.*

- For e-submission purpose the Bidder shall, at first, register in the e-procurement section Section II Instruction To Bidders (ITBs) NEA's web site <http://www.e-nea.org.np>
- After preparing all the required bidding documents in PDF scan files as specified as above, the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA's website <http://www.e-nea.org.np> within the specified date and time.



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- The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
- The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA. In case of e-submission of bids, the e-procurement system will, automatically, not allow the e- submission of bid after the deadline for submission of bid.
- When a bidder submits his bid in hard copy the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- For Substitution of Bid, the Bidder shall follow similar steps with a Substitution letter in PDF file.
- For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- In case, the Bidder choose to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice) in the Project's account such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified account of the Project for the said document.

#### **B) Requirements and Conditions for E-Submission of Bid:**

- The Bidder shall submit his bid electronically in PDF files in the manner specified above, and submission of hard copy of "original plus one copy of bid" is not mandatory.
- In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission dead line, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in the electronic bid and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified
- However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/ clarifications as specified in ITB clause within 3 days.
- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation. Section II Instruction To Bidders (ITBs)
- In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited



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- if the Bidder does not respond and/or submit the documents and or clarifications when requested by the Employer.
- if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

### C) Bid Opening Process

- Electronically submitted bid shall be opened first at the Bid opening time.
- The e-procurement system allows the Employer to download the e-submitted bid files from the Bidders only after the time for opening the bids.
- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.
- After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- Envelopes marked with "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" and in case of e- submission the files in PDF format under Section II ITB "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted shall not be opened. In case of e-submission bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.

In case, if the Bidder can not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications, the bid shall not be considered for further evaluation and Clause [bid forfeit] as above shall be applicable.

- Proposed facility for submission of bid electronically through e-submission is to increase transparency, non- discrimination, equality of access, and open competition. The Bidders are fully responsible to use the e- submission facility in e-procurement section of NEA's website <http://www.e-nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

### Qualification Information

In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

### Bid Security Format

Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee'.



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## Section - III

### Bidding Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b><u>Introduction</u></b>	
<b>ITB 1.1</b>	Name of the Purchaser : <b>Nepal Electricity Authority, Marsyangdi Hydro Power Station.</b>
<b>ITB 2.1</b>	Name of Contract: <b>Tender No. 2069/70-MHPS-ES-T01, "Supply, Delivery ,Installation, Testing and Commissioning of Elevator Control System modification at Marsyangdi Hydro Power Station Anboo Khaireni, Tanhu "</b>
<b>ITB 3.1</b>	<p><b>Bidder's Eligibility Requirements are:</b></p> <p><b>This is National Competitive Bidding; only national bidders are eligible for this bid.</b></p> <p><b>3.1.1</b> In this Bid document, the words "<b>Bidder, Joint Venture (JV), Goods</b>" wherever have been used are as defined here under:</p> <ul style="list-style-type: none"> <li><b>a. Bidder:</b> "Bidder" shall mean a legally registered entity submitting the Bid Proposal. The entity may be a Repair Workshop or manufacturer of the tendered Goods/Service or contractor or any combination of them in the form of a joint venture.</li> <li><b>b. Joint Venture (JV):</b> "Joint Venture" shall mean a legally enforceable association constituted by legally registered entities with the purpose of committing the obligation required by the Bid.</li> <li><b>c. Goods:</b> "Goods" shall mean equipment, plant, turbine parts, goods, materials, etc, to be supplied and installed for the completion of the work as particularly described in the specifications.</li> </ul> <p><b>3.1.2 In case of National Bidders</b></p> <ul style="list-style-type: none"> <li>a) The Bid must be signed &amp; stamped of company's seal properly.</li> <li>b) The Bidder shall be legally registered for at least five (5) years. A notarized copy of legal registration certificates shall be submitted along with the Bid. It must be clearly mentioned that the firm/company is permitted for the similar nature of job, the Bid is invited.</li> <li>c) The bidder shall submit a notarized copy of VAT and PAN Registration Certificates.</li> <li>d) The bidder shall submit a notarized copy of Tax Clearance Certificate of last Fiscal Year Submissions of Tax Returns up to <b>F.Y.067/068 or F.Y.068/069.</b></li> <li>e) The bidder shall submit a written declaration stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid proceedings and has not been punished for the profession or businesses related offence.</li> </ul>



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	<p>f) Joint Venture Authorization / Agreement (if any)</p> <p>g) The bidder shall fill the technical data sheet provided in the bidding document. In order to prove that the goods offered are in conformity with the specification, Bidder shall furnish the documentary evidence in the form of literature (catalog, brochures, Product Data Sheet), drawings, detailed description of goods with essential technical and performance characteristics that justifies the data filled in Technical data sheet and GOODS are for intended use and similar to NEA requirement (as required by Section VII Technical Specification and Technical Data Sheet) and type test reports wherever called for. The type test certificate, if applicable, shall cover all the type tests as per the latest versions of relevant standard mentioned in the specification, the type test conduct earlier than five (5) years from the last date of submission of bids shall not be acceptable.</p> <p>h) The bidder / manufacturer must be the holder of ISO 9000 certificate.</p> <p>i) If the bidder is not the manufacturer of goods, he/she must produce manufacturer's letter of authorization (on manufacturing company's original letter head) as required by Section VII, Technical Specification.</p> <p>The bidder shall fill in all the bidding forms provided in the bidding document and shall furnish the information required by these forms and other documents as needed to substantiate the Bid Proposal.</p> <p><b>3.1.3 In case of Foreign Bidders not doing business in Nepal :</b></p> <p>a) Shall submit the documents to establish their legal status/ registration in relevant country.</p> <p>b) Shall be represented by an agent in Nepal legally registered as per the prevailing law of GoN.</p> <p>c) Other requirements regarding agent shall be as mentioned in 18.1.6 .d of this section.</p> <p>d) The agent shall clearly be authorized for the service he shall perform on behalf of Bidder.</p> <p>e) The other requirements are as mentioned above in sub-clauses a, b, c, d of 3.1.2. above.</p>
<b>ITB 7.1</b>	Number of Partner in Joint Venture shall not be more than <b>3(three)</b> .
<b>ITB 10.1</b>	Purchaser's Name : <b>NEA, Marsyangdi Hydro Power Station.</b> Address : <b>Aanboo Khaireni , Tanahun</b> Telephone : <b>065-540077 , 01-4301697</b> Fax numbers : <b>065-540088</b>
<b>ITB 12.1</b>	Language of the Bid: Nepali or English
<b>ITB 13.1</b>	<p>Along with the Legal documents mentioned in 3.1 above the Bidder must submit the following documents along with the bid document to prove his financial capability to take part in the bid ;</p> <p>a) Audited Financial Statement for last three fiscal years.</p> <p>b) <b>Average Annual Turn Over</b> of the bidder for last 3 consecutive Fiscal years.</p> <p>c) <b>Working Capital</b> of the bidder of the last Fiscal Year.</p> <p>d) <b>Net Worth</b> of the bidder must be positive during last three years and it must be</p>



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	presented in the audit report or shall be approved by registered auditor. e) <b>Tax clearance certificate</b> for year <b>2068/069</b> shall be submitted. If fails to submit for year 2068/069, tax clearance certificate for year <b>2067/068</b> shall be submitted temporarily but the bidder must submit tax clearance certificate for year <b>2068/069</b> before entering into the agreement.
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### **Bid Price and Currency**

<b>ITB 15.2 (i)</b>	The prices shall include all duties, taxes, insurance charges and other levies (CIP) complete for supply and delivery of goods at NEA, Marsyangdi Hydro Power Station, Aanboo Khaireni, Tanahun. The prices shall be expressed item wise and filled clearly in BOQ and written in number and words.
<b>ITB 15.2 (ii) and (iii)</b>	Not Applicable, Should be included in 15.2 (i) above.
<b>ITB 15.3</b>	The price shall be fixed.
<b>ITB 15.7 &amp; 15.8</b>	<b>This is National Competitive Bidding.</b>
<b>ITB 16.1</b>	The prices shall be quoted in Nepalese Rupees only.

### **Preparation and Submission of Bids**

<b>ITB 18.1 (d)</b>	Bidders experience of last 3 years: Nature of Goods Required : Refer Technical Specification Quantity : Refer Bill of Quantity
<b>ITB 18.1 (e)</b>	<p><u>Qualification requirements:</u></p> <p><b>(A) Failure to fulfill any of the requirements specified in Qualification Requirements given below shall result in disqualification of the Bid.</b></p> <p><b>1. Power of Attorney</b></p> <p>The Bid shall include a notarized power of attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder.</p> <p><b>2. Legal Status</b></p> <p><b>2.1 For the Bidder which in not a Joint venture (JV)</b></p> <p>The Bidder shall be a manufacturer or supplier legally registered for at least five(5) years for conducting business similar to the one for which the Bid is invited. A notarized copy of legal registration certificate shall be submitted along with the Bid.</p> <p><b>2.2 For the Joint Venture (JV) Bidder:</b></p> <p>(a) Original of the joint venture agreement legally binding on all JV partners shall be</p>



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included in the Bid. The joint venture agreement shall bear the seal of the entities and signatures of personnel authorized by the respective entities forming the joint venture. All such authorization documents shall also be included in the Bid. These Authorization documents shall be on the original letterhead of the respective entity with stamp/seal of the entity.

- (b) The number of joint venture partners shall not exceed three (3).
- (c) The partner of the JV shall be manufacturer of suppliers. Each of the partners of the JV shall be legally registered for at least five (5) years for conducting business similar to the one for which the Bid is invited.
- (d) Notarized copies of legal registration certificates for each JV partners shall be submitted along with the Bid.

### 3. Financial Capacity of the Bidder

#### 3.1 Financial Statements:

The Bidder including joint venture partners, if any, shall submit audited financial statements (Balance Sheet and Profit and Loss Account) for the last three (3) fiscal years. Balance Sheet and Profit and Loss Account sheet shall be signed and sealed by the registered auditor(s).

#### 3.2 Line of Credit

In the event that the working capital of the bidder (including each of the JV partner in the case of JV) is to be supplemented with the line of credit from the bank, the bidder shall submit original letter of the Bank pledging unequivocally that the Bank will provide required financial support in case the Bidder is awarded the contract. The amount of line of credit shall be clearly mentioned in the Bank letter. The Bid title and Bid amount shall also be mentioned in the Bank letter.

#### 3.3 Average Annual Turnover

##### (a) For the Bidder which in not a Joint venture (JV)

The Bidder shall have Average Annual Turnover (defined as the total payments received by the bidder averaged over last three consecutive years period) of not less than **< half the estimate amount >**

##### (b) For the JV Bidder

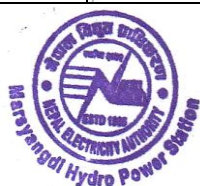
The Average Annual Turnover of the lead partner shall not be less than 51% of the amount stated above in sub-clause 3.3(a). The Average Annual Turnover of other partners shall not be less than 10% of the amount stated in sub-clause 3.3(a). Aggregate Annual Turnover (with line of credit facilities) of all the JV partner shall not be less than the values specified in sub-clause 3.3(a).

#### 3.4 Availability of Financial Resources (Working Capital)

##### (a) For the Bidder which in not a Joint venture (JV):

The Bidder shall have working capital (defined as total current assets less total current liabilities) of at least **< 1/3 times of the estimate amount >** in the last fiscal year.

If Bidder's working capital is inadequate, the bidder shall supplement working capital with Banker's letter confirming the availability of a line of credit such that aggregate of the Bidder's working capital for the last fiscal year and the line of



*Signature*

credit shall not be less than the required amount.

**(b) For the JV Bidder:**

Working Capital of the lead partner shall not be less than 51% of the amount stated above in sub-clause 3.4(a). Working Capital of other partners shall not be less than 10% of the amount stated in sub-clause 3.4 (a). Aggregate Working Capital (with line of credit facilities) of all the JV partner shall not be less than the values specified in sub-clause 3.4 (a).

**4. Manufacturing Experience:**

4.1 In case the Bidder is not the manufacturer of Goods offered, The Bidder shall submit manufacturer's certificate authorizing the bidder to supply the manufacturer's goods. This certificate shall bear details of the Goods that the manufacturer will be supplying under the authorization. The authorization shall be on the manufacturer's original letterhead with seal/stamp of the manufacturer.

4.2 The manufacturer of goods to be supplied under this bid shall hold valid quality ISO certificate as required by the specification and a copy of ISO certificate shall be included in the Bid.

4.3 Type test certificate, if applicable, shall be included in the Bid and shall bear a date that is not earlier than five years from the last date of Bid submission. The type test certificate shall have been issued by a reputed independent laboratory accredited by International Laboratory Accreditation Forum (IAF) or other reputed accreditation agencies.

In case of the Type test certificate is not as per the requirement, the bidder shall upon award of the contract, undertake to carry out the required Type tests from an independent laboratory qualified as above or in a laboratory owned or nominated by the Client/ Employer before delivery of the corresponding equipment at no extra cost to the Client/ Employer.

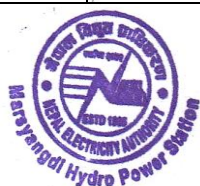
4.4 The Bidder shall submit at least two numbers of end user certificates showing that the manufacturer has successfully completed the supply of at least (twice the bid quantity) of offered items as a main supplier over last five (5) years period ending on the last date of bid submission. Out of supplied quantity a minimum of (half the bid quantity) of offered goods shall have been in operation satisfactorily to the end users for at least one (1) year. The end user certificate shall be on the letterhead of the end user with valid address for correspondence and signed by or on behalf of the end user.

4.5 The manufacturer shall be a legally registered for at least five (5) years for conducting business similar to the one of which the Bids is invited.

4.6 The manufacturer shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years period) for foreign manufacturer of not less than < three times the estimate amount> and for domestic manufacturer not less than <half the estimate mont>

**5. Miscellaneous**

The Bidder or any of the joint venture partners shall not be on the blacklist circulated by Public Procurement Monitoring Office, Government of Nepal or



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	Nepal Electricity Authority.
ITB 20.1	Amount if Bid security: <b>NRs. 76,000.00 (Rupees seventy six thousands only)</b>
ITB 21.1	Bid validity period: <b>90 days</b> counted from the date of bid submission deadline.
ITB 22.1	Number of copies: <b>Two (2) copies.</b> (One original & one duplicate copy)
ITB 23.2 (a)	<p>Bid shall be Addressed to: <b>The Manager , Marsyangdi Hydro Power Station</b></p> <p>Bid shall be submitted to the following address : <b>Office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal. Phone No. : 01-4301697</b></p> <p>Bid shall be submitted to the above address by person or send by Courier or Post. In later case, NEA bears no responsibility if the concerned service provider does not / could not submit the Bid within the deadline for the submission of the Bid.</p>
ITB 23.2 (b)	IFB title and number: <b>Supply, Delivery, Installation, Testing and Commissioning of Elevator Control System Modification at Marsyangdi Hydro Power Station; 2069/70-MHPS-ES-T01</b>
ITB 24.1	<p><b>Deadline for bid submission:</b></p> <p>Date : <b>1<sup>st</sup> Chaitra, 2069</b>  Time : <b>12:00 hrs.</b>  Place : <b>Office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal.</b></p>
ITB 26.1	<p><b>Deadlines for Bid Modification and Withdrawal:</b></p> <p>Date : <b>1<sup>st</sup> Chaitra, 2069</b>  Time : <b>12:00 hrs.</b>  Place : <b>Office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal.</b></p>
ITB 27.1	<p><b>Bid Opening.</b></p> <p>Date : <b>1<sup>st</sup> Chaitra, 2069</b>  Time : <b>13:00 hrs.</b>  Place : <b>Office of the General Manager, Generation, Nepal Electricity Authority, Ratna Park, Kathmandu, Nepal.</b></p>
<b><u>Bid Evaluation</u></b>	
ITB 29.1	<p>Prior to the evaluation of Bids, it shall be examined for responsiveness on the basis as mentioned below. The Bid of a Bidder shall be rejected as being non-responsive if,</p> <p>(a) The Bid is not signed by an authorized signatory.</p> <p>(b) The Bid has not stamped with company seal.</p> <p>(c) The Bid document is purchased in the name of one firm and submitted by another firm. The name of the Bidder must be mentioned in the bank voucher.</p>



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	<p>(d) If it is proved that the Bidders have submitted the Bid by making such an arrangement which limits the participation of other Bidders and also influence the Bid price in any manner.</p> <p>(e) The Bid is received after the dead line for submission of Bid.</p> <p>(f) The Bid is conditional.</p> <p>(g) The required documents are not submitted as authenticated English version.</p> <p>(h) The Bidder has not offered all the items and quantity as mentioned in price schedule.</p> <p>(i) The Bid has price escalation clause.</p> <p>(j) The Bid does not meet all the eligibility criteria as mentioned in clause 3.1 of this section.</p> <p>(k) The Bid does not meet all the qualification criteria as mentioned in clause 18.1 of this section.</p> <p>(l) The description provided by the Bidder pertaining to the qualification is found to be false or is substantially incomplete.</p> <p>(m) The technical information and the documents required to justify the goods for in compliance with the specification are not submitted or are not sufficient.</p> <p>(n) The TECHNICAL DATA SHEET in section VII (technical specification) of Bid document is not filled and sufficient documents (broachers) required to justify the filled data are not submitted.</p> <p>(o) The offered Goods are not substantially in compliance with the specification.</p> <p>(p) The Bid does not meets all the requirements regarding Bid Security as mentioned in clause 20.1 and 20.2 of this section.</p> <p>(q) The Data on qualifications of Bidder/Manufacturer are not filled and supporting documents required are not furnished or they are false.</p> <p>(r) Any conditions mentioned in the tender document are not fulfilled.</p> <p>(s) The Bid fails to satisfy that the Bid is fully cognizant of the scope of work.</p> <p>(t) The Bidder or even a partner in JV is blacklisted in its contractual obligations in the past by NEA, GON, PPMO and or concerned donor agency.</p>
<b>ITB 31.</b>	For Bid evaluation, domestic manufacturer preference be given as per public procurement Act 2063 and NEA financial bylaws 2068
<b>ITB 31.2</b>	<p>Responsive Bids of all bidders pursuant to BDS 3.1, 9.1, 13.1, 18.1e and all other applicable criteria shall be evaluated according to the bid price as specified in the price schedule. Price of each item and in total shall be considered.</p> <p>If price quoted for any item found too low or high, NEA may seek price justification before entering his bid into evaluation. NEA may introduce additional clause of Bank Guarantee before making partial payment. It may be from 10 to 100 percent on sole discretion of NEA.</p> <p>Normally lowest quoted bidder's bid will be accepted, but NEA may accept bids partially too if it provides distinct advantage and seem practical.</p>
<b>ITB 31.4</b>	<p>Criteria for Bid evaluation are: <i>(to be determined Case by case basis)</i></p> <p>(i) <i>[Select as appropriate from criteria listed in ITB Clause 31.4. Retain only the evaluation method to apply and the relevant parameters in ITB Clause 31.6 corresponding to the retained criteria]</i></p>
<b>ITB 31.4 (a)</b>	Inland transportation from EXW/port of entry/border point to <b>Marsyangdi Hydro Power</b>





	<b>Station, Aanboon Khaireni, Nepal, and insurance and incidentals.</b>  <i>[This information is not required when the Bidder is invited to submit a Bid in accordance with ITB Clause 15.2 (ii).]</i>
<b>ITB 31.4 (b)</b>	<b>Delivery schedule : 90 days from the date of sign of contract agreement</b>
<b>ITB 31.4 (c)</b>	Reduction in Bid Price for Deviation in payment schedule: <i>[enter by application of annual interest rate]</i>
<b>ITB 31.4 (d)</b>	<i>Not applicable</i>
<b>ITB 31.4 (e)</b>	<b>Spare parts and after sales service facilities in Nepal: Not applicable</b>  <i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
<b>ITB 31.4 (f)</b>	<i>Not applicable</i>
<b>ITB 31.5</b>	Alternative bids : Not Applicable
<b>ITB 34.3</b>	Documentary evidence of technical and production capabilities: (i) Technical Brochures of the Products (ii) Work Performance Letters issued by clients Or, <i>[If not applicable in Bidding Data Sheet specify reference to the Technical Specifications and Schedule of Requirements]</i>
<b><u>Contract Award</u></b>	
<b>ITB 36.1</b>	Percentage for quantity increase or decrease : 0-10% <i>[Optional clause to be used only where appropriate.]</i>
<b>ITB 38.1</b>	Notification of Contract Award shall be sent to the successful Bidder at any time prior to expiration of Bid Validity.



## Section – IV

### General Conditions of Contract

1. **Definitions**
  - 1.1 In this Contract, the following terms shall be interpreted as indicated:
    - a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
    - b. “Contract Documents” means the documents listed in the Agreement, including amendments thereto. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory.
    - c. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
    - d. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
    - e. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
    - f. “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the contract.
    - g. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
    - h. “Purchaser Country” is the country specified in the Special Conditions of Contract (SCC).
    - i. “GCC” means the General Conditions of Contract contained in this section.
    - j. “SCC” means the Special Conditions of Contract.
    - k. “The Purchaser” means the organization purchasing the Goods, as named in SCC.
    - l. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and named in SCC.
    - m. “The Project Site,” where applicable, means the place or places named in SCC.
    - n. “Day” means calendar day.
    - o. “The Governing Language” of the contract shall be English/Nepali.
2. **Application**
  - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. **Country of Origin**
  - 3.1 All Goods and Services supplied under the Contract shall have their origin in Nepal or in the countries and territories eligible under the rules of the Donor Agency, as further elaborated in the SCC.
  - 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or



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substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

#### 4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

#### 5. Use of Contract Documents and Information; Inspection and Audit by the Donor Agency

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the NEA to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/NEA, if so required by the GoN/NEA.

#### 6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Nepal.

#### 7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser



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and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Nepal or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
- b. a cashier's or certified check recognized as good for payment.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty eight (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to assure their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.



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| <b>10. Delivery and Documents</b> | <p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 For purposes of the Contract, “EXW,” “FOB,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>10.3 Documents to be submitted by the Supplier are specified in SCC</p>  |
| <b>11. Insurance</b>              | <p>11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.</p> <p>11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.</p>  |
| <b>12. Transportation</b>         | <p>12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Nepal, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Nepal, defined as the Project Site, transport to such place of destination in Nepal, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of Nepal, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.</p> |
| <b>13. Incidental Services</b>    | <p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p style="padding-left: 40px;">a. performance or supervision of on-site assembly and/or start-up of</p>  |



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the supplied Goods;

- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### 14. Spare Parts

14.1 As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
  - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at site ,

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the



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defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in Writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after approval of the invoice by the Purchaser.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

## 17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Bid validity extension, as the case may be.

## 18. Change Orders

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - the method of shipment or packing;
  - the place of delivery; and/or
  - the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

## 19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by



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the parties.

- |   |      |  |
|---|------|--|
| <b>20. Assignment</b>                           | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.   |
| <b>21. Subcontracts</b>                         | 21.1 | The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.   |
|   | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3.  |
| <b>22. Delays in the Supplier's Performance</b> | 22.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.  |
|   | 22.2 | If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.   |
|   | 22.3 | Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause without the application of liquidated damages.  |
| <b>23. Liquidated Damages</b>                   | 23.1 | Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 24.            |
| <b>24. Termination for Default</b>              | 24.1 | <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 22; or</li> <li>b. if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>c. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> |

For the purpose of this clause:

“**corrupt practice**” means the offering, giving, receiving, or



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soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

**“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub - Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within seven (7) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:



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- |                                    |        |   |
|------------------------------------|--------|---|
|                                    |        | <ul style="list-style-type: none"> <li>a. to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>  |
| <b>28. Settlement of Disputes</b>  | 28.1   | If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.  |
|                                    | 28.2   | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.   |
|                                    | 28.2.1 | Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.  |
|                                    | 28.2.2 | Arbitration proceedings shall be conducted in accordance with the rules of procedure Specified in SCC.  |
|                                    | 28.3   | Notwithstanding any reference to arbitration herein, <ul style="list-style-type: none"> <li>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>b. the Purchaser shall pay the Supplier any monies due the Supplier.</li> </ul>  |
| <b>29. Limitation of Liability</b> | 29.1   | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6, <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</li> <li>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</li> </ul> |
| <b>30. Governing Language</b>      | 30.1   | The Contract shall be written in the language specified in SCC. Subject to Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.  |
| <b>31. Applicable Law</b>          | 31.1   | The Contract shall be interpreted in accordance with the laws of Nepal, unless otherwise specified in SCC.  |
| <b>32. Notices</b>                 | 32.1   | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified in SCC.  |



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- 32.2 If a notice given pursuant to Sub Clause 32.1 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.
- 32.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duties**
- 33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal.
- 33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 34. Supplier's Responsibilities**
- 34.1 The Supplier shall supply all the goods and related services included in the scope of supply and change order in accordance with GCC Clause 18 and the Delivery and completion schedule, as per GCC clause 10.
- 35. Purchaser's Responsibilities**
- 35.1 Whenever the supply of Goods and Rental Services requires that the Supplier obtain permits, approval and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, makes its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 35.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with sub-clause 35.1.
- 36. Extension of Time**
- 36.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC clause 10, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be rectified by the parties by amendment of the Contract

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaws having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or the Contract Price, then such delivery date and/or the Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 17.



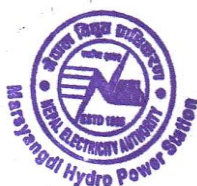
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## Section - V

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Definitions</b>	<b>GCC 1.1 (k)</b>	The Purchaser is : <b>Marsyangdi Hydro Power Station, Aaboon Khaireni Generation Operation and Maintenance, Nepal Electricity Authority</b>
	<b>GCC 1.1 (l)</b>	The Supplier is the individual or firm to whom the contract has been awarded for Supply and Delivery of Goods under this Contract.
	<b>GCC 1.1 (m)</b>	The Project/ Delivery Site is : <b>Marsyangdi Hydro Power Station, Aaboon Khaireni, Tanahun, Nepal</b>
<b>Performance Security</b>	<b>GCC 7.1</b>	Within fifteen (15) days of receipt of the notification of Contract award, the Bidder shall furnish the performance security to the Purchaser. The amount of this security shall be <b>five (5) percent</b> of the CONTRACT Price including VAT. It shall be in the currency of Bid. In case of joint venture (J/V), the Performance Security shall be in the name of J/V.
	<b>GCC 7.4</b>	The validity of performance Security shall be one (1) year plus one month after the final delivery of the goods and the issuance of final acceptance certificate to the supplier.
<b>Inspections and Tests</b>	<b>GCC 8.1</b>	In case test certificate is required by the purchaser, the Test certificate, which shall be produced on original letter head of the manufacturer, by the bidder if not conformed to the specifications, NEA may reject the Goods, and the supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to NEA. In addition, inspection and test of the products shall be carried out as specified in Section III, Bidding Data Sheet and Section VII, Technical Specification prior to the acceptance of the products by the purchaser.
<b>Packing</b>	<b>GCC 9.2</b>	Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: <ul style="list-style-type: none"> <li>a. All external marking must be legibly and durably painted/stenciled on two sides and both ends of containers in letters at least five (5) centimeters high. Under no circumstances shall chalk or crayon be used.</li> <li>b. Net, tare and gross weight in kilograms as well as the correct outside measurement in terms of length, width and height in the metric system must be shown on each package.</li> <li>c. Marks indicating where to "SLING" shall be emphasized on containers be stamping/painting an arrow on the exposed surface.</li> <li>d. In the event that prior approval has been obtained from the NEA to forward pieces without packing, the parts shall be safely protected or bundled using ample metal binding and metal tags, bearing the required marks must be firmly wired to each bundle in at least two (2) visible places.</li> <li>e. Unless otherwise specified by the NEA, the following marks, as applicable, shall be used on shipping containers:</li> </ul>



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		<p>To: ..... NEA .....</p> <p>For: .....</p> <p>Package No.: .....</p> <p>Contract No.: .....</p> <p>Letter of Credit: .....</p> <p>Contents (or item): .....</p> <p>Unit: .....</p> <p>Quantity: .....</p> <p>Gross weight: ..... kg</p> <p>Tare weight: ..... kg</p> <p>Net weight: ..... kg</p> <p>Dimension (Height x Width x Depth): .....m x .....m x .....m</p> <p>Total cubic meters: .....</p>
<b>Delivery and Documents</b>	<b>GCC 10.3</b>	<p><b>A. For Goods supplied from abroad:</b></p> <p>a) Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents as applicable to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) original and copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and copies of nonnegotiable bill of lading;</li> <li>(iii) copies of the packing list identifying contents of each package;</li> <li>(iv) insurance certificate;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) certificate of origin.</li> </ul> <p>b) The documents mentioned in 10.3 A (a) above shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival; if not received, the Contractor shall be responsible for any consequent expenses.</p> <p><b>B. For Goods from within Nepal:</b></p> <p>c) Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p>



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		<ul style="list-style-type: none"> <li>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) delivery note, railway receipt, or truck receipt;</li> <li>(iii) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v) certificate of origin.</li> </ul> <p><b>d)</b> The documents mentioned in 10.3 B (c) above shall be received by the Purchaser before the arrival of the Goods; if not received, the Contractor shall be responsible for any consequent expenses.</p>
<b>Insurance</b>	<b>GCC 11.1</b>	<p>The Insurance shall be in an amount equal to 110% of the cost of material which is being transported from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.</p> <p>The furnishing the foregoing insurance by the Supplier shall not limit any of the obligations or liabilities of the Supplier imposed under this Contract or by Laws of Nepal.</p>
<b>Transportation</b>	<b>GCC 12.1</b>	Obligation and responsibility of transportation of the goods shall be in accordance with the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	<b>GCC 12.3</b>	The supplier is required under the contract to transport the Goods to Marsyangdi Hydro Power Station, Aanboo, Khaireni, Tanahun, Nepal.
<b>Warranty</b>	<b>GCC 15.2</b>	<p>The warranty period shall be 12 months from date of delivery of goods at site in good condition. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3,</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be point zero five (0.05) percent per day.</li> </ul>
	<b>GCC 15.4 &amp; 15.5</b>	<p>The period for correction of defects in the warranty period is: 50% time of the delivery schedule of the particular goods.</p> <p>If the contractor fails to repair /complete the defect in time, NEA may complete the job by its own and charge the contractor accordingly. Any non co operation/default in the part of the contractor may be sufficient cause to take action of blacklisting etc.</p>
<b>Payment</b>	<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment after goods received:</b> The payment of each item shall be made</p>



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		<p>after the goods received at site in good condition, after producing the approved test certificate and on written request accompanied with an invoice describing the Goods delivered. Retention of 5% of the contract amount of the item and applicable Govt. tax will be deducted before making such payments.</p> <p><b>Final Payment:</b> The final payment shall be made after completion of warranty period or GCC clause 15.</p>
<b>Prices</b>	<b>GCC 17.1</b>	The Price is not subject to adjustment.
<b>Liquidated Damages</b>	<b>GCC 23.1</b>	A liquidated damage for delay in performance is: 0.05% of the contract price per day. The delay time period shall be counted as the days in excess counted from the date of signing the contract agreement to the date of delivery of Goods as per delivery schedule. The maximum deduction shall not exceed ten (10) percent of the contract price.
<b>Settlement of Disputes</b>	<b>GCC 28.2.2</b>	<p>Any dispute or difference arising between the</p> <ol style="list-style-type: none"> <li>Supplier and Purchaser under the CONTRACT shall not be referred to Arbitration unless an attempt has first been made to settle the same amicably.</li> <li>If, at any time, any dispute, difference or protest arises between the Supplier or Purchaser which cannot be settled amicably, either party shall give to the other a notice in writing to settle the same through arbitration.</li> <li>To conduct the arbitration proceeding, a Board of Arbitrators shall be set up. Each party shall select and appoint one arbitrator, and the two arbitrators so selected and appointed shall jointly select and appoint a third arbitrator to complete the Board of Arbitrators. The opinion of the majority of the Board of Arbitrators shall be decisive, final and binding upon the parties. The arbitration proceeding shall be conducted in Nepal in accordance with the Arbitration Act-2038 of Nepal.</li> <li>Provided always that pending the final award of the Arbitrators the Supplier shall comply with the instruction of Purchaser and proceed with due diligence in the manner directed by Purchaser.</li> <li>Each party, Purchaser and the Supplier, shall bear the cost of its own arbitrator's service. The cost of the third arbitrator's service shall be allocated between the parties in proportion decided by the Board of Arbitrators.</li> </ol> <p><b>Arbitration Proceedings:</b></p> <ol style="list-style-type: none"> <li>in the case of a dispute between the Purchaser and a Supplier which is a citizen of Nepal, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration ; and</li> <li>in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.</li> </ol>
<b>Governing Language</b>	<b>GCC 30.1</b>	The Governing Language shall be English but correspondence may be done in Nepali.
<b>Applicable Law</b>	<b>GCC 31.1</b>	The Applicable Law shall be: The prevailing laws of Nepal



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<b>Notices</b>	<b>GCC 32.1</b>	Purchaser's address for notice purposes: <b>Nepal Electricity Authority</b> <b>Marsyangdi Hydro Power Station,</b> <b>Aboon Khaireni ,Tanahun.</b> <b>Phone No. : 065-540077</b> <b>Fax No. 065-540088</b>
<b>Taxes and Duties</b>	<b>GCC 33.1</b>	A foreign Supplier shall be responsible for all duties and taxes imposed until the delivery of Goods to the Purchaser both outside and inside Nepal.
	<b>GCC 33.2</b>	A local Supplier shall be responsible for all duties, taxes, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.



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## Section VI. Schedule of Requirements

Delivery site: Marsyangdi Hydro Power Station, Aanboo Khareni, Tanahun

Job: Tender No. 2069/70-MHPS-ES-T01, "Supply, Delivery, Installation, Testing and Commissioning of Elevator Control System modification at Marsyangdi Hydro Power Station Anbook Khareni, Tanhu

### Purchaser's schedule or requirement

S. No.	Activities	Number of Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Tender notice and submission of Bids	■											
2	Bid evaluation, award and contract signing		■										
3	Final delivery of goods to Marsyangdi Power House in 60 days			■	■								

### Supplier's schedule

S. No.	Activities	Number of Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Tender notice and submission of Bids	■											
2	Bid evaluation, award and contract signing		■										
3	Final delivery of goods to Marsyangdi Power House			■	■								



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## Section VII. Technical Specifications

### General

\*\* Marsyangdi Hydro power station has equipped with three passenger elevators at the unloading floors shaft of all three unit .Among this ,the elevator of unit no. 1 was out of operation since 2 years due to lack of spare parts and the malfunction of the elevator control system. After details analysis of this elevator control system, it is decided to upgrade and modify the existing electrical control system including main motor traction, its drive, car operator, door lock limit switches and accessories as per requirement of modification of the existing control keeping the main mechanical drive and gear system as existing.

### Existing System Introduction

Elevator control system is based on microprocessor control system named MPK-1000 and it has five floor and all the floor position is controlled by magnetic switch. The door operator system is located in the control cabinet. Speed control for closed loop feedback system operation is transmitted by Encoder mounted on the main shaft of the driving motor. Drive motor is protected by thermal and overload protection. The elevator can be operated by Inspection and automatic mode from car cabinet and elevator control room.

5 Stops are travelled to at a speed of 1.6 m/sec at a level of 240.0-243.6-246.5-250.0-271.25. The cage has a central sliding door opening automatically of a width 1100mm. The door is monitored by a light barrier and infrared detector. The cage , in turn, is in a sectional steel frame which is run on guide rail which are fixed on the shaft wall.

The drive unit is located in the machine room on concrete base, mounted on steel frame and consists of 33KW electric motor, a worm gear SW 2 with traction sheave 520mm, transmission 1:32. The touch down buffers for cage and counter weight are located on the pit of the shaft. The elevator control is two button collective control. Function leveling-impulse and door safety area by magnet switch. Only, limit switch fixed at speed governor support is operating mechanically

### 1. Technical Data

- Type and Model: 1800.16
- Manufacturer: Thyssen Engineering ( KRUPP Germany)
- Elevator Capacity: 1800Kg
- Speed: 1.6 m/sec
- Inter cage Dimension: 1500×2400×2300 mm
- Driving motor detail:
  - Manufacture: Ziehl-ABEGG
  - Model No.: RZU 250.53-4BW-Z5
  - Type of driving motor and method of control: A.C. induction motor, a.c. control unit  
With Thermal protection
  - Motor Speed: 1380 rpm
  - Motor: 33KW
  - Rated current: 73A
  - Starting current with full load ascent: 205A



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Motor protection: Thermal overload, PTC thermister, earth fault relay, phase failure  
Monitor

- Driving machine gearing:  
Worm gear SW 2 right  
Reduction ratio of winding unit: 1:32  
Driving sheave diam. : 700mm Ø  
Supporting Bearing: ball bearing
- Break:  
Fitted between motor and gear. Compression spring applied and released by solenoid.  
Break is applied automatically and instantly in case of interruption of supply. Break can be released by hand to permit manual winding in case of emergency. The break is Controlled by 180V DC.
- Guide Rail and Shoes:  
For car: 125/82/16mm  
For counter weight: 45/45/5mm
- Alarm:  
By emergency battery for 3 hrs, alarm push button in car operating panel to sound alarm bell, when depressed in case of emergency.
- Landing and cage doors, type construction and finish:  
5 telescopic –sliding landing door, width 1100×2000 mm  
1 telescopic sliding car door width 1100×2000 mm
- Control facility in car:  
1 push button “Door Open”  
1 push button “ALARM”  
1 push button for each floor

**Note:**

- 1: The Bidders are strictly advised to visit the site to conform about the application and control system parameter of elevator.
- 2: The material supplied shall be IEC standard manufacture by renowned company ISO 9002 Certificate.
- 3: The supplier or manufacturer must submit origin of product.
- 4: The bidder has to attach the manufacturer product catalogue
- 5: The letter of appreciation certificate supplied by bidders to the same category of work shall be Preferred
- 6: Installation, Testing and commissioning work shall be conducted at the presence of MHPS Engineers
- 7: The bidder must provide the details electrical drawing and manual of the modified electrical Control system after the commissioning of the system.



*Signature*



**Section – VIII**

**Bid Form and Price Schedule (Bill of Quantity)**



*Signature*

**1. Bid Form**

Date: -----

Loan /Grant No (if applicable):-----

Contract Identification No:-----

To :

**The Chief,  
Marsyangdi Hydro Power Station  
Nepal Electricity Authority,  
Aboon Khaireni,Tanahun**

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of ..... *[insert number as specified in bid validity period]* days from the date fixed for Deadline for Bid submission, and it shall be remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or
gratuit		
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding documents.

Dated this \_\_\_\_\_ *[dd]* day of \_\_\_\_\_ *[mm]* month of 2011

*[Name]* \_\_\_\_\_

*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of :



*[Signature]*

**Nepal Electricity Authority****Marsyangdi Hydro Power Station**

Bill of Quantity/ price schedule

F/Y: 2069/70

Jobs: Supply, delivery, Installation, testing and commissioning of Elevator control system modification at MHPS

S.N.	Description of Item	unit	Quantity	Unit Rate N.Rs.	
				in Words	In Figure
1	Elevator controller with closed loop operation for existing speed with drive for 33KW motor with position of Auto door operation	set	1		
2	Main drive motor 33KW, door operator motor, Door operator, Encoder, door detector, Inspection box, travelling cable, intercom, emergency lighting system, car junction box, COP& LOP, Hoist way Magnet cam, pit switches, terminal limit switches, emergency alarm, and required accessories etc	Lot	1 lot complete		
				Total Amount N.Rs.	
				VAT 13%	
				Grand Total	

Total Amount in Words(Including VAT and all taxes):

Name of the Firm:

Address of The Firm:

Signature:

Date:

Official Seal:



## 2. Bid Bond/Security Form

Date:

To:

**The Chief,  
Marsyangdi Hydro Power Station  
Nepal Electricity Authority,  
Aanboo Khaireni, Tanahun**

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods and services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* Government of Nepal (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ *[mm]* 2012

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;
  - (c) does not accept the provision of bidding document.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waved.

And any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[signature of the bank]*

Seal of the issuing Bank:

Witness :

Signature:

Name :

Address :



*[Handwritten signature]*

### **3. Contract Form**

THIS AGREEMENT made the \_\_\_\_ of \_\_\_\_\_ (mm), **2012** between *[name of the purchaser]* of *[country of purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of the supplier]* of *[city and country of Supplier]* (hereinafter called "the Contractor") of the other part:

WHEREAS the NEA is desirous of procuring the goods and ancillary services, viz., *[brief descriptions of goods and services]* as per sealed bid document (hereinafter referred to as "the Goods") and has accepted a sealed Bid by the CONTRACTOR for the provision of those Goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The CONTRACT shall consists of this agreement and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Agreement Documents", all of which by this reference are incorporated herein and made part thereof:
  - a) Invitation for Bids;
  - b) Instructions to Bidders;
  - c) Bid Form, BOQ & Price Schedule;
  - d) General Conditions of Contract;
  - e) Special Conditions of Contract;
  - f) Technical Specifications;
  - g) Schedule of Requirements;
  - h) Notification of Award;
  - i) Performance Bond;
  - j) Power of Attorney;
  - k) Manufacturer's Authorization Form; and
  - l) Agreed all Correspondence and Minutes;

This Agreement sets forth the entire Contract agreement between the parties pertaining to the supply of the goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods. This agreement shall prevail over all other previous Agreement & other documents not mentioned here.

2. In consideration of the payments to be made by the NEA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NEA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The NEA hereby covenants to pay the Contractor, in consideration of the provision of the Goods and services and the remedying of defects therein, the Contract Price of *[contract price in word and figures in Nepalese Rupees]* including all taxes and VAT or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by this Agreement as Detailed below:
  - a) The payment against the supplied material shall be paid only after the supply and delivery of goods at site in Nepali currency.
  - b) The standard deductions from the bill at the time of payment shall be done as given below:
    - i) Income tax as per prevailing rules of Government of Nepal
    - ii) 5% for security money, which will be returned after the successful completion of the warranty period and after producing tax clearance certificate.
4. Contractor has submitted the performance bond No. *[performance bond no. and name of the bank and*



*[Signature]*

*address of the bank*] of amount [*amount in Nepalese Rupees*] performance bond.

5. The supply and delivery periods of the goods under this contract shall be [*number of days in number and words*] days from the date of signing of the contract or work order issue date whichever occurs later.
6. The specification of the different items to be supplied under this contract shall be as mentioned in the sealed tender document.
7. Any notice under this Contract shall be in the form of letter, or fax. Correspondence or notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notices to the other. In the absence of such notice to the contrary, correspondence or notice to the purchaser shall be properly addressed to:

*[Name and address of the Purchaser]*

And correspondence or notice to the contractor shall be properly addressed to:

*[Name and address of the Contactor]*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**On behalf of the CONTRACTOR**

Name :

Signature:

Seal:

**WITNESS**

Name :

Signature:

**On behalf of the PURCHASER**

Name :

Signature:

Seal:

**WITNESS**

Name :

Signature:

**WITNESS**

Name :

Signature:



*Signature*



#### 4. Performance Bond/Security Form

Date:

To:

**The Chief,  
Marsyangdi Hydro Power Station,  
Nepal Electricity Authority,  
Aboon Khaireni, Tanahun .**

WHEREAS *[name and address of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ *[yy/mm/dd]* to supply *[description of goods and services]* ( hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures Nepalese Rupees]*, and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of *[amount of guarantee in Nepalese Rupees]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date thirty (30) days beyond the date of expiration of warranty period.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*



*[Signature]*

## 5. Manufacturer's Authorization Form

Date:

To:

**The Chief,  
Marsyangdi Hydro Power Station,  
Nepal Electricity Authority,  
Aboon Khairani, Tanahun**

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

We hereby authorize *[name and address of Agent]* solely to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a Person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

\*If the manufacturer himself bids as a bidder, the manufacturer's authorization form is not required. But the qualification criteria of the manufacturer shall meet according to terms mentioned in the document.



*[Handwritten signature]*

## 6. Declaration Form for E-Bidding

S.N o.	Description	Status			
		Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)				
2	Joint Venture Agreement; <i>If any</i>				
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)				
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)				
5	Registration Certificate of the Bidder (and each partners in case of JV)				
6	Bid Bond				
7	Price Schedule				
8	Bid Forms				
9	Qualification Forms				
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	First Year			
		Second Year			
		Last Year			
11	Performance(or user) Certificate/s (Bidder)	1			
		2			
		3			
		4			
		.			
12	Manufacturer's Authorization/s	1			
		2			
		3			
		4			
		.			
13	Power of Attorney from the Company to Issue the Manufacturers Authorization on Company's behalf				
14	Business License of Manufacturer/s	1			
		2			
		3			
		4			
		.			
15	User Certificate/s (Manufacturer)	1			
		2			
		3			
		4			
		.			
16	ISO Certificate/s	1			
		2			
		3			
		4			
		.			
17	Type Test Report/ (if required as per specification)	1			
		2			
		3			
		4			
		.			
18	Technical Data Sheet	1			
		2			
		3			
		4			
		.			
19	Other Certification (as per requirements)	1			
		2			
		3			
		4			



*Signature*

## Nepal Electricity Authority Marsyangdi Hydro Power Station

### 6. Check List for Qualification Criteria

S.No.	Description	NEA Requirement	Responsive	Irresponsive	Remarks
<b>A</b>	<b>Legal Status</b>				
	a) i) Registration of firm	5 yrs minimum			
	ii) VAT Registration	Yes			
	v) Notarized copy of legal registration certificate	Yes			
	vi) Signed & Stamped by authorized person	Yes			
	vii) Original Bid Submitted	Yes			
	b) If Joint Venture				
	i) JV agreement (if applicable ) Submitted	Yes			
	ii) Maximum no. of partners not more than 3 (three) if applicable as above (i)	3 Nos.			
<b>B</b>	<b>Financial Status</b>				
	i) Bid Bond/Bid security	<b>NRs.76,000.00</b>			
	ii) Bid Bond validity	Min. 120 days from the last submission date			
	iii) Bid Bond as per NEA requirement (Forms provided)	Yes			
	iv) Work capital in the last fiscal year (including Bank Financial line of credit if working capital fall short )				
	a) For Bidder which is not JV	< 1/3 times of the estimate amount >			
	b) For JV Bidder : Lead Partner not less than 51% of the amount of {iv(a)} and for other partners not less than 10% to the amount of {iv(a)} above	Yes			
	v) Average annual turnover of last 3 consecutive				



*Signature*

	<b>years period</b>				
	a ) For Bidder which is not JV  For Domestic Manufacturer	Not less than < Half of the estimate amount>			
	b) For JV Bidder  For Domestic Manufacturer , Lead Partner 51% of the amount of {V, a (ii)} and other partners not less than 10% of the amount {V, a (ii)}above	Yes			
	vi) Audit report submitted for last 3 years shall be submitted.	Yes			
<b>C</b>	<b>Technical Capabilities and Work Experience</b>				
	i) Manufacturer's work experience in related field	Min. 5 years for foreign company Min. 3 years for Nepalese company			Shall be supported by certificates.
	ii) Bidder shall submit at least two nos. of end user's certificate of satisfactory use of offered items over last 5 years ending on the last date of bid submission. Showing that  a)Supply quantity at least  b)Quantity in operation satisfactorily	Two times the bid Quantity  Half of the bid quantity			Shall be supported by certificates.
	iii) Manufacturer of Goods to be supplied or used during repair work shall hold valid ISO certificate	Yes			Shall be supported by certificates.



*Signature*

	iv) Type Test certificate, If applicable, shall be included in the Bid and shall bear a date that is not earlier than five years from last date of bid submission.	Optional			Shall be supported by certificates.
<b>D</b>	<b>Authorization</b>				
	If bidder not the manufacturer, he/she must produce Manufacturer's Letter of Authorization in its Letter Head.	Yes			
<b>E</b>	Delivery schedule as per NEA requirement	Required			
<b>F</b>	Misc.				
	Other Parameters / Comments if any	Yes			



*Handwritten signature*